

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost-Plus-Fixed-Fee	Page 1 Of 9		
2. Amendment/Modification No. P00079		3. Effective Date 2003MAR06		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM AMSTA-AQ-ATBBB CARMEN BOYD (586)574-7572 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: BOYDCA@TACOM.ARMY.MIL			Code W56HZV	7. Administered By (If other than Item 6) DCMA STEWART & STEVENSON SEALY P.O. BOX 457 SEALY, TX 77474-0457			Code S4807A
				SCD C	PAS NONE	ADP PT HQ0339	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) STEWART AND STEVENSON TACTICAL VEHICLE SYSTEMS, LP 5000 INTERSTATE 10 W SEALY, TX 77474 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>	9A. Amendment Of Solicitation No.		
				<input type="checkbox"/>	9B. Dated (See Item 11)		
				<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. DAAE07-99-C-S030		
				<input type="checkbox"/>	10B. Dated (See Item 13) 1999SEP16		
Code 0FW39		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: DH NET INCREASE: \$624,672.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: 6							
<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.			The Changes Set Forth In Item 14 Are Made In			
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).						
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:						
<input checked="" type="checkbox"/>	D. Other (Specify type of modification and authority) Exercise Option						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2004SEP30							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) MICHEAL D. MCHUGH MCHUGHM@TACOM.ARMY.MIL (586)574-6506			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2003MAR06	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 9
	PIIN/SIIN DAAE07-99-C-S030	MOD/AMD P00079	
Name of Offeror or Contractor: STEWART AND STEVENSON TACTICAL			

SECTION A - SUPPLEMENTAL INFORMATION
MODIFICATION: P00079

PURPOSE OF MODIFICATION: Issue EWD 1999STS/MTR-056 to exercise 720 Mandays of the Fourth year Option in accordance with Clause H.11, "Option for 4th Year OCONUS Maintenance Technical Representative Mandays"; to correct the OCONUS Mandays established under Clause H.11, and to reestablish Clause H.20, "Invited Contractor or Technical Representative Status - (MAR/1992)"

PRIOR CONTRACT AMOUNT: \$38,522,498.91
AMOUNT OF THIS ACTION: \$ 624,672.00
NEW CONTRACT AMOUNT: \$39,147,170.91

1. Modification P00079 is being issued to correct Clause H.11, "Option for 4th Year OCONUS Maintenance Technical Representative Mandays". Modification P00078 inadvertently stated that the Government had the unilateral right to add up to 1352 Mandays to the contract. The contract originally established 911 OCONUS Mandays; Mod P00078 added an additional 720 OCONUS Mandays, for a total of 1631 OCONUS Mandays. Mod P00079 correctly establishes the Government's right to unilaterally add up to 1631 OCONUS Mandays under Clause H.11, at the negotiated rate.

2. Modification P00079 restores Clause H.20, "Invited Contractor or Technical Representative Status (Mar/1992)", incorporated under Mod. P00066, which was inadvertently omitted from Section "H" by Mod P00078.

3. CLIN 4003 was established to exercise the 4th year option for OCONUS Maintenance Technical Representatives Mandays. SLIN 4003AB is established in the amount of \$624,672.00 to fund EWD1999STS/MTR-056 which provides three (3) FMTV MTR's, two (2) to Kuwait and one (2) to Turkey, utilizing 720 OCONUS Mandays.

The value of CLIN 4003 is revised as follows:

LEVEL OF EFFORT: 1352 MANDAYS

ESTIMATED COST: \$1,081,545.92
FIXED FEE: 91,449.28
ESTIMATED TOTAL: \$1,172,995.20

4. As a result of the above action, the total number of fourth year OCONUS MTR Mandays exercised under Clause H.11 is increased by 720 Mandays, from 632 OCONUS Mandays to 1352 Mandays. There are 279 OCONUS Mandays of Option Quantity remaining under Option Clause H.11.

5. As a result of Modification P00078, the value of Contract DAAE07-99-C-S030 is increased by \$624,672.00; from \$28,422,490.91, to \$29,147,170.91. \$33,165,262.07 to \$33,713,585.27.

*** END OF NARRATIVE A 063 ***

Name of Offeror or Contractor: STEWART AND STEVENSON TACTICAL

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
4003	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>DELIVERABLE SERVICE</u></p> <p>NOUN: OCONUS MANDAYS SECURITY CLASS: Unclassified</p> <p>OPTION FOR 4TH YEAR OCONUS MANDAYS REFERENCE: H.11</p> <p>LEVEL OF EFFORT: 1352 MANDAYS</p> <p>ESTIMATED COST: \$1,081,545.92 FIXED FEE: \$ 91,449.28 ESTIMATED TOTAL: \$1,172,995.20</p> <p><u>HOURS ADDED MOD P00066</u></p> <p>1999STS/MTR-07 R.8 632</p> <p><u>HOURS ADDED MOD P00079</u></p> <p>1999STS/MTR-056 720</p> <p>SEE CLAUSE F.1 FOR PERIOD OF PERFORMANCE</p> <p>(End of narrative B001)</p>													
4003AB	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: OCONUS MANDAYS PRON: J035X555J0 PRON AMD: 02 ACRN: DH AMS CD: 51106866007</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>0</td><td>30-SEP-2004</td></tr></table> <p>\$ 624,672.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2004				\$ 624,672.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2004												

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG STAT/	INCREASE/DECREASE		CUMULATIVE
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u> <u>JOB ORD NO</u>	<u>PRIOR AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
4003AB	J035X555J0	DH 1	\$ 0.00	\$ 624,672.00	\$ 624,672.00
	51106866007	3SMTJ0			
			NET CHANGE	\$ 624,672.00	

SERVICE	NET CHANGE	ACCOUNTING		INCREASE/DECREASE
<u>NAME</u>	<u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>STATION</u>	<u>AMOUNT</u>
Army	DH	21 32035000031C1C02P5110682512 S2011335X555	W56HZV	\$ 624,672.00
NET CHANGE				\$ 624,672.00

PRIOR AMOUNT		INCREASE/DECREASE	CUMULATIVE
<u>OF AWARD</u>		<u>AMOUNT</u>	<u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 38,598,179.97	\$ 624,672.00	\$ 39,222,851.97

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-99-C-S030 MOD/AMD P00079	Page 5 of 9
Name of Offeror or Contractor: STEWART AND STEVENSON TACTICAL		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Option to Increase Initial Award Quantity - Systems Technical Support (STS) Manhours.

The Government shall have the unilateral right to increase the initial award STS level of effort by up to 50,000 manhours for an estimated cost of \$58.08__ per manhour and fixed fee of \$4.79__ per manhour for a total estimated amount of \$62.87 __per manhour. The Contracting Officer has the right to exercise this option, by a unilateral contract modification, until 30 Jun 2000. This option may be exercised in more than one increment but the total manhours added to the contract by this option shall not exceed 50,000 manhours. Each exercise of this option shall reduce the available option manhours and dollars.

H.2 Option for 1st Year OCONUS Maintenance Technical Representative Mandays.

The Government shall have the unilateral right to add a 1st year of OCONUS Maintenance Technical Representative level of effort by up to 956 mandays for an estimated cost of \$699.30__ per manday and fixed fee of \$58.83__ per manday for a total estimated amount of \$758.13__per manday. The Contracting Officer has the right to exercise this option, by a unilateral contract modification, until 30 Jun 2000. This option may be exercised in more than one increment but the total mandays added to the contract by this option shall not exceed 956 mandays. Each exercise of this option shall reduce the available option mandays and dollars.

H.3 Option for 1st Year CONUS Maintenance Technical Representative Mandays.

The Government shall have the unilateral right to add a 1st year of CONUS Maintenance Technical Representative level of effort by up to 3,300 mandays for an estimated cost of \$617.61__ per manday and fixed fee of \$51.89__ per manday for a total estimated amount of \$669.50__per manday. The Contracting Officer has the right to exercise this option, by a unilateral contract modification, until 30 Jun 2000. This option may be exercised in more than one increment but the total mandays added to the contract by this option shall not exceed 3,300 mandays. Each exercise of this option shall reduce the available option mandays and dollars.

H.4 Option for 2nd Year of System Technical Support Manhours.

The Government shall have the unilateral right to add a 2nd year of STS level of effort by up to 150,000 manhours for an estimated cost of \$59.08__ per manhour and fixed fee of \$4.94__ per manhour for a total estimated amount of \$64.02__per manhour. The Contracting Officer has the right to exercise this option, by a unilateral contract modification, until 30 Jun 2001. This option may be exercised in more than one increment but the total manhours added to the contract by this option shall not exceed 150,000 manhours. Each exercise of this option shall reduce the available option manhours and dollars.

H.5 Option for 2nd Year OCONUS Maintenance Technical Representative Mandays.

The Government shall have the unilateral right to add a 2nd year of OCONUS Maintenance Technical Representative level of effort by up to 1,300 mandays for an estimated cost of \$726.41__ per manday and fixed fee of \$61.14 _ per manday for a total estimated amount of \$787.55__per manday. The Contracting Officer has the right to exercise this option, by a unilateral contract modification, until 30 Jun 2001. This option may be exercised in more than one increment but the total mandays added to the contract by this option shall not exceed 1,300 mandays. Each exercise of this option shall reduce the available option mandays and dollars.

H.6 Option for 2nd Year CONUS Maintenance Technical Representative Mandays.

The Government shall have the unilateral right to add a 2nd year of CONUS Maintenance Technical Representative level of effort by up to 3,960 mandays for an estimated cost of \$642.09__ per manday and fixed fee of \$53.99 _ per manday for a total estimated amount of \$696.07__per manday. The Contracting Officer has the right to exercise this option, by a unilateral contract modification, until 30 Jun 2001. This option may be exercised in more than one increment but the total mandays added to the contract by this option shall not exceed 3,960 mandays. Each exercise of this option shall reduce the available option mandays and dollars.

H.7 Option for 3rd Year of System Technical Support Manhours.

The Government shall have the unilateral right to add a 3rd year of STS level of effort by up to 150,000 manhours for an estimated cost of \$61.97__ per manhour and fixed fee of \$5.20_ per manhourfor a total estimated amount of \$67.17__per manhour. The Contracting Officer has the right to exercise this option, by a unilateral contract modification, until 30 Jun 2002. This option may be exercised in more than one increment but the total manhours added to the contract by this option shall not exceed 150,000 manhours. Each exercise of this option shall reduce the available option manhours and dollars.

H.8 Option for 3rd Year OCONUS Maintenance Technical Representative Mandays.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-99-C-S030 MOD/AMD P00079	Page 6 of 9
Name of Offeror or Contractor: STEWART AND STEVENSON TACTICAL		

The Government shall have the unilateral right to add a 3rd year of OCONUS Maintenance Technical Representative level of effort by up to 1,564 mandays for an estimated cost of \$761.68_ per manday and fixed fee of \$64.27_ per manday for a total estimated amount of \$825.95__per manday. The Contracting Officer has the right to exercise this option, by a unilateral contract modification, until 30 Jun 2002. This option may be exercised in more than one increment but the total mandays added to the contract by this option shall not exceed 1,564 mandays. Each exercise of this option shall reduce the available option mandays and dollars.

H.9 Option for 3rd Year CONUS Maintenance Technical Representative Mandays.

The Government shall have the unilateral right to add a 3rd year of CONUS Maintenance Technical Representative level of effort by up to 4295 mandays for an estimated cost of \$674.07__ per manday and fixed fee of \$56.83_ per manday for a total estimated amount of \$730.90__per manday. The Contracting Officer has the right to exercise this option, by a unilateral contract modification, until 30 Jun 2003. This option may be exercised in more than one increment but the total mandays added to the contract by this option shall not exceed 4295 mandays. Each exercise of this option shall reduce the available option mandays and dollars.

H.10 Option for 4th Year of System Technical Support Manhours.

The Government shall have the unilateral right to add a 4th year of STS level of effort by up to 150,000 manhours for an estimated cost of \$64.71__ per manhour and fixed fee of \$5.43_ per manhour for a total estimated amount of \$70.14__per manhour. The Contracting Officer has the right to exercise this option, by a unilateral contract modification, until 28 FEB 2004. This option may be exercised in more than one increment but the total manhours added to the contract by this option shall not exceed 150,000 manhours. Each exercise of this option shall reduce the available option manhours and dollars.

H.11 Option for 4th Year OCONUS Maintenance Technical Representative Mandays.

The Government shall have the unilateral right to add a 4th year of OCONUS Maintenance Technical Representative level of effort by up to 1631 mandays at an estimated cost of \$799.96_per manday and fixed fee of \$67.64 per manday for a total estimated cost of \$867.60__per manday. The Contracting Officer has the right to exercise this option, by a unilateral contract modification, until 30 Jun 2003. This option may be exercised in more than one increment but the total mandays added to the contract by this option shall not exceed 1631 mandays. Each exercise of this option shall reduce the available option mandays and dollars.

H.12 RESERVED

H.13 RESERVED

H.14 RESERVED

H.15 RESERVED

H.16 RESERVED

H.17 Target Participation Rate for Small Business

The contractor is required to target small business participation as subcontractors, with a goal equal to 15% of the total anticipated contract value if no targeting of small business participation as subcontractors were required.

H.18 Automated Data Processing (ADP) Costs

The contractor shall not procure or lease ADP equipment under this contract and charge same directly to this contract without first requesting and obtaining the written approval of the PCO. Any costs incurred by the contractor for such ADP purchase or lease without the PCO's approval shall be unallowable. At this time the Government does not intend to furnish any offeror with ADP equipment under this contract, or to reimburse any direct cost for its acquisition, lease or maintenance. ADP equipment is defined at FAR 31.001.

H.19 GOVERNMENT'S RIGHT TO FURNISH PROPERTY

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-99-C-S030 MOD/AMD P00079	Page 7 of 9
Name of Offeror or Contractor: STEWART AND STEVENSON TACTICAL		

H.19.1 Pursant to the Government Property Clause in Section I of this contract, the Government shall furnish the Government Furnished Property (GFP) listed below, F.O.B. Sealy, Texas, for use in the performance of this contract:

1. FMTV M1090 Dump Vehicle, Serial Number 2983. This vehicle was included in SOW in Revision 4 to Work Directive 1999STS-012.

2. FMTV M108A1 Vehicle, addressed in paragraph d of task 4 of Revision 1 to Work Directive 1999STS-024.

3. Two Tank and Pump Units (TPUs):

a. One each-Low Profile (500 Gallon) Tank and Pump Unit, NSN: 4930-01-274-0021

b. One each- High Profile (600 Gallon) Tank and Pump Unit, NSN 4930-01-130-7281
- The TPU's will be shipped from Red River Army Depot, Texarkana, TX to DODAAC: W61R67

Stewart and Stevenson Tactical Vehicle Systems, LP

ATTN: Manuel Munoz/Bob Boteler

Aftermarket Warehouse/Test Engineering

5001- 1-10 West

Sealy, Texas 77
4. 60 ksi truck(built under DAAE)&-92-R001) with VECP 6713, register #NL17WL

5. 1078A1, LMTV Cargo, S/N A-T014884BF EK.

6. 1083A1 MTV Cargo, S/N 11,441

7. MTV Mdl 1088, S/N 16893

8. M1089 Wrecker, S/N 9938

9. ISO Expandable shelter and Cargo container (EWD 1999STS-021)

10. M1094 A0 Dump, S/N 1407

11. M1090 A0, S/N 2893

12. 5 ton 3126b engine, S/N 7JZ02014

H.19.2. Pursuant to Clause I-60, FAR 52.245-5, "Government Property (Cost-Reimbursement, Time-And-Material, or Labor-Hour Contracts) (Devaiaton, per DAR Tracking Number 99-00008, 13 Jul 99)", the Government shall furnish to the Contractor, Engines and Transmissions identified under EWD 1999STS-049 to be used for NMWR development. The following Transmissions with containers and the Engines with containers shall be shipped to the Contractor:

<u>FMTV Transmission:</u>	
Common Transmissions with Container:	
2520-01-493-6059	12414438-009 (TID 3)
2520-01-467-8473	12414438-005 (TID 2)
LMTV Transmissions with Container:	
2520-01-495-6694	12414438-007 (TID 1)
2520-01-418-9010	12414438-003 Pre ID 31 Pin
2520-01-356-8158	12414438-001 Pre ID 24 Pin
MTV Transmissions with Container:	
2520-01-493-7397	12414438-006 (TID 2)
2520-01-494-3533	12414438-008 (TID 1)
2520-01-416-3997	12414438-004 Pre ID 31 Pin
2520-01-373-2905	12414438-002 Pre ID 24 Pin
<u>FMTV Engines:</u>	
2815-01-419-0222	12414398-003 LMTV-A0 CAT 3116 Engine with Container
2815-01-418-9009	12414398-004 MTV-A0 CAT 3116 Engine with Container
2815-01-467-8471	12414398-005 LMTV-A1 CAT 3126 Engine with Container
2815-01-467-2373	12414398-006 MTV-A1 CAT 3126 Engine with Container

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 8 of 9
	PIIN/SIIN DAAE07-99-C-S030	MOD/AMD P00079	
Name of Offeror or Contractor: STEWART AND STEVENSON TACTICAL			

The Transmissions with Containers and the Engines with containters shall be shipped via GBL's to:

W45G18
Commander
Red River Army Depot
100 Main Drive
Bldg. 321
MF: Ken Touchstone/FMTV NMWR's
Texarkana, TX 75507-5000

H.20 INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS (MAR/1992)

- (a) Invited Contractor or Technical Representative status under the U.S.-ROK SOFA is subject to the written approval of HQ USFK, ACofS, Acquisition Management.
- (b) The Contracting Officer will coordinate with HQ USFK, ACofS Acquisition Management, in accordance with DFARS, Subpart 225.77 and USFK Reg 700-19. The ACofS Acquisition Management, will determine the appropriate contractor status under the SOFA and notify the Contracting Officer of the determination.
- (c) Subject to the above approval, the contractor, including their employees and lawful dependents, may be accorded such privileges and exemptions as specified in the U.S.-ROK SOFA, and implemented per USFK Reg 700-19, subject to the conditions and limitations imposed by the SOFA and this regulation. Those privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and provided the Invited Contractor or Technical Representative status is not withdrawn by USFK.
- (d) The contractor officials and employees performing under this contract collectively and separately warrant that they are not now performing, nor will perform during the period of this contract, any contract services or otherwise engage in business activities in the ROK other than those pertaining to the U.S. Armed Forces.
- (e) During performance of the work in the ROK required by this contract, the contractor will be governed by USFK regulations pertaining to the direct hiring and the personnel administration of Korean National employees.
- (f) The authorities of the ROK will have the right to exercise jurisdiction over Invited Contractors and Technical Representatives, including officials and employees, and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII U.S.-ROK SOFA, related Agreed Minutes and Understandings on Implementation. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. On such notification, the military authorities will have the right to exercise such jurisdiction over the persons referred to, as is conferred on them by the law of the United States.
- (g) Invited Contractors and Technical Representatives agree to cooperate fully with the USFK Sponsoring Agency and Responsible Officer on all matters pertaining to logistic support. In particular, contractors will provide prompt and accurate reporting of changes in employee status as required by this regulation to the assigned sponsoring agency. Except for contractor air crews flying Military Airlift Command missions, all U.S. contractors performing work on United States Air Force classified contracts will report to where the contract is to be performed.
- (h) Invited Contractor and Technical Representative status will be withdrawn by USFK on ---
- Completion or termination of the contract.
 - Proof that the contractor or employees are engaged in business activities in the ROK other than those pertaining to U.S. Armed Forces.
 - Proof that the contractor or employees are engaged in practices illegal in the ROK or are violating USFK Regulations.
- (i) It is agreed that the withdrawal of the Invited Contractor or Technical Representative status or any of the privileges associated therewith by the U.S. Government, will not constitute grounds for excusable delay by the contractor in the performance of the contract, nor will it justify or excuse the contractor defaulting the performance of this contract; and such withdrawal will not serve as a basis for the filing of any claims against the U.S. Government if the withdrawal is made for the reasons stated in subparagraph h above. Under no circumstances will the withdrawal of such status or privileges be considered or construed as a breach of contract by the U.S. Government. The determination to withdraw SOFA status and privileges by USFK shall be final and binding on the parties unless it is patently arbitrary, capricious, and lacking in good faith.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-99-C-S030 MOD/AMD P00079	Page 9 of 9
Name of Offeror or Contractor: STEWART AND STEVENSON TACTICAL		

*** END OF NARRATIVE H 001 ***